

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

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|-----------------------------------|---|------------------|
| DISTRICT OF COLUMBIA, |) | |
| a municipal corporation, |) | |
| 441 Fourth Street, N.W. |) | Civil Action No. |
| Washington, D.C. 20001, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| 58TH PRESIDENTIAL INAUGURAL |) | |
| COMMITTEE, |) | |
| a Virginia nonprofit corporation, |) | |
| 250 Browns Hill Court |) | |
| Midlothian, VA 23114, |) | |
| |) | |
| TRUMP ORGANIZATION LLC, |) | |
| a New York corporation, |) | |
| 725 Fifth Ave. |) | |
| New York, NY 10022, and |) | |
| |) | |
| TRUMP OLD POST OFFICE LLC |) | |
| d/b/a/ TRUMP INTERNATIONAL |) | |
| HOTEL WASHINGTON, D.C., |) | |
| 1100 Pennsylvania Ave., N.W. |) | |
| Washington, D.C. 20004, |) | |
| |) | |
| Defendants. |) | |
| |) | |

**COMPLAINT FOR EQUITABLE RELIEF, INCLUDING CONSTRUCTIVE TRUST,
OVER IMPROPERLY SPENT FUNDS OF NONPROFIT CORPORATION**

Plaintiff, the District of Columbia (the “District”), through its Attorney General, brings this action against Defendants Trump Organization LLC (“Trump Organization”) and Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C. (the “Trump Hotel”) (hereinafter collectively as “Trump Entities”), and the 58th Presidential Inaugural Committee (the “PIC”) to obtain a constructive trust and other equitable relief over nonprofit funds that the PIC, a nonprofit

corporation, improperly wasted by grossly overpaying the Defendant Trump Entities for use of event space at the Trump Hotel for certain Inaugural events. In support of its claims, the District alleges as follows:

INTRODUCTION

1. Defendant the 58th Presidential Inaugural Committee (the “PIC”) is a nonprofit corporation organized exclusively for and bound by a public purpose: “to further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.” The PIC abandoned this purpose and violated District law when it wasted approximately \$1 million of charitable funds in overpayment for the use of event space at the Trump Hotel, owned and controlled by the Trump Entities.

2. A nonprofit abandons its public purpose when it allows any portion of its funds to be spent in ways that are designed to benefit private persons or companies. This well-established nonprofit principle, the prohibition on private inurement, was specifically included in the PIC’s articles of incorporation. District law required that the PIC honor this prohibition against waste and private inurement for any business activities that the PIC carried out in the District of Columbia, which included the contract negotiated with the Trump Entities for use of event space at the Trump Hotel that is the subject of this case. Through a series of improper actions, the PIC allowed its funds to inure to the private benefit of the Trump Entities, and the PIC continues to fail to recover those misspent funds.

3. Rick Gates, a PIC executive, agreed with the Trump Hotel’s Managing Director and members of the Trump family to pay the Trump Entities \$175,000 per day for the PIC to reserve event space for 4 days from January 17-20, 2017. With associated food and other charges, the PIC would end up paying almost \$1.03 million for this event space. These charges were

unreasonable and improperly served to enrich the Trump Entities and its owners for a number of different reasons:

- a. The PIC's own event planner advised against the transaction and told the PIC and the Trump family that the charges were at least twice the market rate.
- b. The event space, by industry practice and standard, should have been provided at no charge because the PIC arranged for a sizable block of the Trump Hotel's rooms to be booked during inauguration week.
- c. The PIC paid for event space on days when it did not hold official events and when other organizations were actually using the same space.
- d. Another nonprofit corporation using the same space during inauguration week paid only \$5,000 for the space, an amount within the Trump Hotel's pricing guidelines, while the PIC was charged amounts well in excess of those pricing guidelines.
- e. The amounts the PIC paid the Trump Hotel included charges for an event on the evening of the Inauguration that was a private event benefiting only the children of the President.
- f. The PIC failed to consider obtaining rental space at other venues, which would have provided the event space for free or at a lower price.

4. The Trump Entities, for-profit companies that conduct business with an aim toward maximizing revenue, were aware at their highest levels of the PIC's nonprofit status. Nonetheless they entered into this private inurement transaction with the PIC, charging the nonprofit rates not only above market for the use of event space, but also well above the Trump Hotel's own pricing guidelines. The Trump Entities even insisted the PIC pay these exorbitant rates in full when the Hotel could not provide the full event space on at least one day. In doing so, the Trump Entities contributed to waste and unconscionably benefited from nonprofit funds required to be used for the public good.

5. By entering into the event space contract with the Trump Entities via the Trump Hotel, the PIC engaged in an illegal, *ultra vires* act that was contrary to its nonprofit purpose and abused the authority conferred upon it by law by knowingly contracting and rendering payment

for services designed to enrich private entities. As such, the PIC diverted nonprofit funds from their intended purpose to the private benefit of the Trump Entities and its owners. Through this case, the District seeks injunctive relief restoring the amounts the PIC paid to the Trump Entities to their intended nonprofit purpose.

PARTIES

6. Plaintiff District of Columbia (“District”), a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1).

7. Defendant 58th Presidential Inaugural Committee (“PIC”) was incorporated as a nonprofit corporation in the Commonwealth of Virginia on November 21, 2016. The PIC registered and continues to be registered as foreign nonprofit corporation in the District of Columbia. Most of the PIC’s business activities occurred in Washington, D.C., including all of the business activity that is the subject of this action.

8. Defendant Trump Old Post Office LLC d/b/a Trump International Hotel Washington, D.C. (“Trump Hotel”), a Delaware corporation, at all relevant times, held the leasehold interest for the site at which it operates the Trump International Hotel Washington, D.C. The Trump Hotel is located and registered to do business in Washington, D.C. The Trump Hotel has, at all relevant times, engaged in business in Washington, D.C.

9. Defendant Trump Organization LLC (“Trump Organization”) is a New York corporation that at all times relevant to this Complaint owned or controlled, either directly or

indirectly, Defendant Trump Hotel. Defendant Trump Organization was, at all relevant times, itself owned or controlled, directly or indirectly, by Donald J. Trump and members of his family. Defendants Trump Organization and Trump Hotel are referred to collectively throughout this Complaint as the “Trump Entities.”

THE LEGAL FRAMEWORK GOVERNING NONPROFIT CORPORATIONS

10. At their most basic level, nonprofit organizations are set up to benefit the public. Their funds are a form of public trust. Attorneys General, including the District’s Attorney General, are by common law and statute charged with policing the nonprofit activities in their jurisdiction to ensure that nonprofits operate and spend their funds consistent with the public purpose for which the nonprofits were created.

11. Nonprofits generally are governed by the laws of their respective jurisdiction of incorporation, the law of the jurisdictions in which they conduct business, and if federally tax-exempt, by the Internal Revenue Code and corresponding rules and regulations. A nonprofit is also bound by its articles of incorporation, which set out the specific public benefit purpose that the nonprofit was formed to pursue.

12. One key principle governing nonprofit funds is the prohibition on private inurement. This principle prevents a nonprofit’s funds from being spent to benefit a private individual or company. The goal of a nonprofit is not to generate profits for an owner, nor is it to reduce its profit or excess revenues by increasing operating expenses through transactions that enrich private individuals, especially where those individuals or entities have some control or sway over the nonprofit. Because the sole beneficiary of a nonprofit organization must be the public, the prohibition on private inurement is violated whenever a single dollar is misappropriated to a

private purpose. This prohibition is so important that it is recorded in almost every nonprofit's articles of incorporation, including in the PIC's articles of incorporation here.

13. Additionally, a nonprofit must expend its funds in a manner that promotes its nonprofit purpose and avoids waste. Simply because a nonprofit corporation has a substantial amount of funds at its disposal does not mean it can enter into unreasonable and unfair transactions that waste nonprofit funds.

14. The District's Nonprofit Corporations Act broadly empowers the Attorney General to police nonprofits incorporated under District law. This includes the ability to secure broad injunctive relief whenever a District nonprofit "has exceeded or abused and is continuing to exceed or abuse the authority conferred on it by law" or "has continued to act contrary to its nonprofit purposes." D.C. Code § 29-412.20(a)(1)(B) and (C). This broad authority extends to foreign nonprofit corporations when they conduct business activity in the District. In addition to all available common law authority, the District's business code specifically prohibits a foreign nonprofit entity from "engag[ing] in any activity or exercis[ing] any power that a domestic entity of the same type may not engage in or exercise in the District." D.C. Code § 29-105.01(c). The Attorney General is again empowered to seek to "enjoin a foreign filing entity . . . from doing business in the District in violation of this title," D.C. Code § 29-105.12, which title includes the Nonprofit Corporations Act.

JURISDICTION

15. The Court has jurisdiction over the subject matter of this case pursuant to D.C. Code §§ 11-921(a)(6), 29-105.01(c), 29-105.12, 29-107.02 and under the common law, including pursuant to D.C. Code § 1-301.81(a)(1) and (b), to enjoin and bring actions to redress the conduct at issue in this action.

16. The Court has personal jurisdiction over Defendants pursuant to D.C. Code §§ 13-422 and 13-423.

**FACTS RELATED TO THE PIC’S ILLEGAL PRIVATE INUREMENT
TRANSACTION WITH THE TRUMP ENTITIES**

17. The PIC’s articles of incorporation state that it is “established primarily to further the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential inauguration.”

18. The PIC’s articles of incorporation specifically prohibit the entity from engaging in any private inurement transactions, stating that “no part of the net income of the [PIC] shall inure to the benefit of or be distributed to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay *reasonable* compensation for services actually rendered.” (emphasis added).

A. The PIC Immediately Reaches out to Trump Hotel for Event Space.

19. Within days of the PIC’s formation, on November 25, 2016, Rick Gates (“Gates”), the PIC’s Deputy Chairman, emailed Patricia Tang, the Director of Sales and Marketing at the Trump Hotel, to inquire about renting the ballroom space at the Trump Hotel. In this email, Gates stated that he was “with the Trump campaign and Inaugural Committee” and had a “few questions for you in regards to the ballroom space.”

20. Several days later, on November 29, 2016, Ramsey Ratcliffe, the PIC’s Deputy Director of Special Events, emailed nine event sites about hosting an official PIC Inaugural event. The Trump Hotel was the only hotel on this list, with the other identified sites being museums, government landmarks, or auditoriums, including the National Museum of African American History & Culture, the Library of Congress, the National Archives, the National Building Museum, the Andrew W. Mellon Auditorium, the National Gallery of Art, Union Station, and the Walter E.

Washington Convention Center. The main reason the Trump Hotel was included on this list of otherwise public landmarks was that the Trump Hotel was owned by then President-elect Donald J. Trump.

B. The PIC's Staff Repeatedly Object to the Trump Hotel's Exorbitant Pricing.

21. On December 2, 2016, the PIC advised employees at the Trump Hotel that it was considering holding official events there on January 19 and January 20, 2017 and asked for pricing proposals.

22. On December 10, 2016, the Trump Hotel emailed the PIC an initial quote of \$3.6 million for use of all event space at the hotel for eight days, with this price including event space rental and minimum food and beverage charges. This amounted to \$450,000 per day for the space. This quote was significantly more than the Trump Hotel's internal pricing guidelines for use of this event space.

23. Within minutes of receiving the Trump Hotel's proposal, PIC staffers with experience in managing events raised serious concerns about the price. These concerns were eventually shared with Gates, who forwarded the proposal to Ivanka Trump on December 12, 2016 for her review. Gates wrote to Ivanka Trump as follows:

.... I wanted to pass along the below information in hopes that you can provide some help. Stephanie's plans for several of our inaugural events incorporates the use of the OPO [Trump Hotel] ballroom. However, we both have two concerns with the email below. First, the cost itself seems quite high compared to other property. Second, I am a bit worried about the optics of PIC paying Trump Hotel a high fee and the media making a big story out of it. Let me know if you have any thoughts and if we can discuss the best path forward.

24. On December 14, 2016, Mickael Damelin court, the Managing Director of the Trump Hotel, reached out to Gates to schedule a meeting to continue negotiating pricing of the event space at the Trump Hotel. Specifically, Damelin court stated that he had

spoke[n] to Ivanka about our inauguration pricing. When you have a chance this week, let's sit down to review the most updated plan in order to come up with the best arrangement for all parties.

25. One of the key event planners for the PIC was Stephanie Winston Wolkoff. Winston Wolkoff and her company had a long history in event planning. Based on her experience planning events and working with and on behalf of nonprofit entities, Winston Wolkoff had serious concerns about the PIC holding events at the President-elect's Hotel as well as the proposed charges for those events. On December 16, 2016, Winston Wolkoff met with President-elect Trump and Ivanka Trump and discussed these concerns with both individuals. The President-elect acknowledged these concerns and directed that Ivanka Trump would handle this issue.

26. Also, on December 16, 2016, Gates and Damelincourt met in person at the Trump Hotel to continue discussing pricing for the PIC's rental of the event space. Gates was staying at the Trump Hotel at the PIC's expense at this time. Following their meeting, Damelincourt sent Gates an email with a new price proposal:

Rick...As a follow-up to our conversation earlier today, I would be comfortable with the following...

- Entire Presidential Ballroom Space (11 meeting rooms) reserved on Tue/Wed/Thu/Fri for \$700K (\$175K / day)
- No Food & Beverage minimum. However the following events are scheduled and Food & Beverage pricing as per catering menu will apply...

Seated lunch on Thursday for approximately 500ppl

Reception on Friday (9pm – Midnight) for approximately 1,250ppl

27. The food and beverage charges for the two events scheduled to take place at the Trump Hotel under this proposal were projected to cost more than an additional \$200,000. This proposal also charged the PIC for renting event space for two days on which the PIC was not planning to hold any Inaugural events. And like the Trump Hotel's initial proposal, this revised

amount was still well in excess of the Trump Hotel's own pricing guidelines for renting out the event space.

28. On December 17, 2016, Gates shared this new proposal with PIC staff, including Winston Wolkoff, who again expressed her serious concerns with the pricing to both Gates and Ivanka Trump. Based on her experience with event planning as well as her knowledge of what other event spaces were charging, she advised that this proposal was at least twice any reasonable amount, writing to Gates and Ivanka Trump (among others) as follows:

I wanted to follow up on our conversation and express my concern. These are events in PE's [the President-elect] honor at his hotel and one of them is with and for family and close friends. Please take into consideration that when this is audited it will become public knowledge that locations were also gifted and costs underwritten to lower rental fees. I understand that compared to the original pricing this is great but we should look at the whole context. In my opinion the max rental fee should be \$85,000 per day.

29. Despite the objections raised by Winston Wolkoff and others, Gates continued to negotiate for the PIC to rent the Trump Hotel's event space during the Inaugural week along these unfair terms.

30. On December 22, 2016, Gates and Damelincourt again met at the Trump Hotel. Gates informed Damelincourt that the PIC would also arrange to rent out the majority of the Trump Hotel's guest rooms to the PIC and Trump Campaign donors. Following this conversation, on December 23, 2016, Damelincourt instructed Patricia Tang, Director of Sales and Marketing at the Trump Hotel, that:

Rick and his team have enough demand for all the guest rooms. Let's coordinate everything with him and/or his representative in order to start blocking rooms.

The PIC ultimately arranged for as much as 80% of the available guest rooms at Trump Hotel to be booked.

31. It was the Trump Hotel's usual policy to provide event space for free or at reduced rates when a group agreed to rent out a large block of rooms. This policy was consistent with industry practice.

32. On December 23, 2016, the Trump Hotel provided Gates with a draft contract for the PIC to rent event space commencing on January 17 and concluding on January 20, 2017 along the lines that Gates and Damelin court had discussed on December 16, 2016. This contract contained no recognition of the PIC's commitment to rent most of the Trump Hotel's available rooms, which could bring in hundreds of thousands of additional dollars in revenue for the Trump Entities.

C. Another Nonprofit Organization Secures the Presidential Ballroom for a Fraction of the PIC's Daily Rental Fee with no Concession to the PIC.

33. The draft contract that the Trump Hotel provided to the PIC on December 23, 2016, not only provided a price outside fair market value and industry standards, but also constituted an improper double-booking of space already contracted to another nonprofit for a fraction of the price the Trump Hotel was proposing to the PIC. The Trump Hotel had agreed to rent out its Presidential Ballroom to the Presidential Inaugural Prayer Breakfast ("Prayer Breakfast") on the morning of January 20, 2017, part of the period promised to the PIC in the contract, for a fraction of what the Trump Hotel planned to charge the PIC. The Prayer Breakfast signed a contract with the Trump Hotel on September 9, 2016, to rent the Presidential Ballroom for \$5,000, an amount that was within the Trump Hotel's pricing guidelines.

34. When it presented the draft contract to the PIC, the Trump Hotel acknowledged that the Prayer Breakfast had previously contracted for use of the Presidential Ballroom on the morning of January 20, 2017 but maintained that there were plans to move the Prayer Breakfast offsite.

35. When the Prayer Breakfast refused to relinquish its contract for the event space, the Trump Hotel initially reduced the PIC's rental charge for January 20, 2017, by \$70,000, to \$105,000, to account for the fact that the PIC would only have access to the event space for part of that day. This reduction was consistent with the Trump Hotel's pricing guidelines, which called for reduced room rental rates when space was only provided for part of a day. However, the Trump Hotel backtracked on the price reduction, ultimately charging the PIC the full \$175,000 amount for that date despite the lack of availability of the space for several hours.

36. The Prayer Breakfast paid only \$5,000 to rent the Presidential Ballroom, the largest event space in the Trump Hotel, on the morning of the Inauguration. In contrast, the PIC paid \$175,000 for the use of the Presidential Ballroom in the afternoon. The PIC thus paid 35 times more for rental of event space on Inauguration Day at the Trump Hotel than a comparable nonprofit organization paid for renting a substantial portion of the same event space earlier that day. And while the Trump Hotel charged the PIC a rate that was well in excess of the Trump Hotel's own pricing guidelines, the Prayer Breakfast was offered the same space at a 50% discount from those same pricing guidelines.

D. The Trump Hotel talks the PIC out of Canceling the Private January 20, 2017 Event.

37. Members of the Trump family were aware of and involved in the negotiation of this unconscionable contract. In addition to previous conversations with President-elect Donald Trump and Ivanka Trump, on December 30, 2016, the PIC Deputy Director for Special Events emailed other PIC employees a status update that "Rick [Gates] is determining the master buyout cost with the family and Trump Hotel team directly. We have asked to have eyes on the contract once the details are agreed upon, but we have not received an ETA."

38. One of the events the PIC planned to hold at the Trump Hotel was a private reception for the Trump family on the evening of January 20, 2017. However, before any contract with the Trump Hotel was finalized, PIC staff became uncomfortable with holding this private event using nonprofit funds. By no later than January 3, 2017, PIC staff decided to cancel this event. However, the Trump Hotel's Managing Director Damelin court quickly raised the issue with Gates in an effort to keep the revenue for this event, writing to Gates on January 3, 2017:

Rick...Just heard that the Friday night reception had been canceled. Is it accurate? Tough on us if it is as it was a lot of revenue for 1,250 ppl...

39. Even though Gates was an officer of the PIC, he responded to Damelin court that he would work to protect the Trump Hotel's financial interests even if the PIC could not feasibly put on an official Inaugural event at the Trump Hotel on January 20, 2017. As Gates informed Damelin court:

We are running into some logistical issues with the convention balls [on January 20, 2017]. We are trying to make something work. If not an actual inaugural event we are looking at some sort of small event for the hotel guests. We can discuss further this evening.

Damelin court responded, "OK ... I have some ideas ..."

40. Damelin court and the Trump Hotel were successful in convincing Gates to permit the PIC not to cancel the January 20, 2017 event, but instead to hold a private reception benefiting the Trump family. As Gates would explain to Ivanka Trump in an email on January 11, 2017, "there will be an after party at the OPO [Trump Hotel] following the inaugural balls on Friday [January 20, 2017]. DJT is not expected to attend but was more for you, Don and Eric." This private event would end up costing the PIC more than \$300,000. As evidence that Gates knew it was inappropriate for the PIC to hold this event, he hid the fact it was still occurring from key PIC event planning staff who believed the event was canceled.

E. The PIC Executes the Unreasonable Trump Hotel Contract and Ignores Better Deals at Other Event Spaces.

41. On January 10, 2017, the PIC executed its contract with the Trump Hotel for event space rental. This final contract was consistent with the terms that Gates and Damelincourt reached on December 16, 2016. The contract required the PIC to pay for event space on days when it held no events, failed to provide any recognition that the PIC had arranged a sizable block of the hotel's rooms, and charged the PIC full price for event space even on a day when that space was already booked by another nonprofit. The PIC would end up paying the Trump Hotel at least \$1,033,757 for costs associated with just this contract.

42. In entering into the contract with the Trump Hotel, the PIC failed to explore whether it could secure similar space at other event spaces or hotels for free or reduced rates. For instance, the PIC was able to secure a number of the event spaces that it sent out proposals to on November 29, 2016 for free. This included the Library of Congress, which held the Cabinet Secretaries Dinner and had no associated rental costs, and Union Station, which held the Candlelight Dinner and for which the venue rental costs were donated.

43. Other hotels with which the PIC contracted also provided event space either at a discounted rate or at no charge beyond a food and beverage minimum. As a result, these hotels provided event space at a much lower price than what the PIC paid to the Trump Entities via the Trump Hotel for event space.

44. For instance, the PIC reserved a block of rooms consisting of 70% of the Fairmont Hotel's guest rooms on each day from January 17 through January 20, 2017. The Fairmont provided eight event rooms for eight days with no rental fees, requiring only a \$46,000 total food and beverage minimum. It provided five event space rooms on the day of the Inauguration with no event space rental fees and a \$31,200 total food and beverage minimum.

45. The PIC also reserved a block of rooms at the W Hotel on each day from January 18 through January 21, 2017, consisting of over 75% of its guest rooms. The W Hotel provided two reception rooms on January 18, 2017 as complimentary based on the PIC's room revenue and charged only \$20,000 for the rental of a terrace space on January 18, 2017 with a total \$75,000 food and beverage minimum for event space rental.

46. The PIC held substantial room blocks at both the Fairmont Hotel and W Hotel and in tune with industry practices and standards, these hotels provided either complimentary or reduced rates for event space.

47. Despite receiving complimentary event space and much better terms at other hotels or venues in the District of Columbia, the PIC did not seek competing offers from other similar hotels or venues to host the two inauguration events held at the Trump Hotel. There were a number of other hotels in the District of Columbia with event space capable of holding the events the PIC held at the Trump Hotel.

48. Ultimately, the PIC paid the Trump Hotel at least \$1,033,757 for services related to the two inauguration events it held there, including venue rental costs and associated food charges.

49. The PIC has failed to take appropriate steps to recover funds it improperly paid to the Trump Hotel.

Count I

Equitable Relief, Including Constructive Trust Over Private Inurement Funds Paid to Defendants Trump Organization and Trump Hotel by Defendant PIC

50. The District repeats and realleges Paragraphs 1 through 49 as if set forth fully in this Paragraph.

51. As a foreign nonprofit corporation registered to do business in the District, the PIC was obligated to conduct its business activities in the District of Columbia in the same way a domestic District nonprofit was legally obligated to operate. *See* D.C. Code § 29-105.01(c).

52. Pursuant to its articles of incorporation, the PIC was required to spend its funds in ways that benefited the public and for the specific purpose of benefitting the common good and general welfare of the citizens of the United States of America by supporting the activities surrounding the 2017 Presidential Inauguration. The PIC was further prohibited from allowing its funds to be spent in any way that was generally wasteful or violated the prohibition on private inurement.

53. The PIC's contract with the Trump Hotel for event space violated the PIC's articles of incorporation by causing the PIC to pay amounts to the Trump Hotel that were unfair, unreasonable and unjustified and that acted ultimately to confer improper private benefit on the Trump Entities. District nonprofit law required the PIC to seek out and pay reasonable fair market value for services rendered. The PIC did not do so, instead choosing to host its events at the Trump Hotel and pay far more than market value, ultimately for the private benefit of the Trump Entities.

54. Because the amounts that the PIC paid the Trump Hotel for event space constituted private inurement, those payments violated the PIC's articles of incorporation and were therefore illegal and *ultra vires* payments for the PIC to make under District law. D.C. Code § 29-403.04.

55. Because the amounts that the Trump Hotel charged the PIC for the event space caused the PIC to violate the prohibitions on waste and private inurement in its articles of incorporation, those payments caused the PIC to exceed or abuse its lawful authority to operate in the District of Columbia and to act contrary to its nonprofit purpose in the District of Columbia.

56. The PIC knew, and continues to know, that the amounts it paid the Trump Hotel for event space were unreasonable and for prohibited private purposes, yet it has not taken any steps to recover those amounts.

57. The Trump Entities knew, and continue to know, that the amounts the Trump Hotel charged the PIC were unreasonable and for prohibited private purposes, yet it has not paid back those amounts.

58. Under District law, a constructive trust is a flexible equitable remedy that can be applied in a broad range of circumstances. A constructive trust can be imposed wherever one unfairly holds funds and the holder would be unjustly enriched if allowed to retain the funds.

59. Here, through the Trump Hotel's contract for event space with the PIC, the Trump Entities came into possession or control of nonprofit funds that in equity, and good conscience, it should not have received. The amounts that the PIC paid the Trump Hotel for event space were diversions of nonprofit funds earmarked for a public purpose to a prohibited private purpose.

Prayer for Relief

WHEREFORE, the District requests that this Court:

- a. Impose a constructive trust over the funds paid by Defendant PIC to Defendant Trump Organization LLC, and Defendant Trump Old Post Office LLC d/b/a the Trump International Hotel Washington, D.C., totaling at least \$1,033,757, in connection with renting event space at the Trump Hotel during January 2017;
- b. Direct those funds be restored to a proper public purpose by directing the funds to another nonprofit entity dedicated to promoting civic engagement of the citizens of the United States of America; and
- c. Order such other relief as the Court determines to be just and proper.

